



SUPPORT MATERIAL AGENDA ITEM 18

Board of Directors

September 2, 2009

9:30 a.m.

Location:

San Bernardino Associated Governments

1170 W. 3rd Street, Lobby, 1st Floor

San Bernardino, CA

Discussion Calendar

Project Development

- 18. Award Construction Contract No. C09196 for Interstate 215 Segments 1 and 2 Construction (Project)**
1. Adopt the determination of the reconsideration panel (Exhibit D) and find that Skanska-Rados, a joint venture, met the Good Faith Efforts required pursuant to the Project Special Provisions and 49 CFR Part 26, Appendix A to achieve the Underutilized Disadvantaged Business Enterprise (UDBE) goal established for this Project.
 2. Award Construction Contract No. C09196 to Skanska-Rados A Joint Venture for the Interstate 215 Segments 1 and 2 Construction in the amount of \$172,655,044.

Attached is support material for Agenda Item 18.

SANBAG Contract No. C09196
 by and between
 San Bernardino County Transportation Authority
 and
 Skanska-Rados, A Joint Venture
 for
 I-215 Segments 1 and 2 Construction

FOR ACCOUNTING PURPOSES ONLY

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input checked="" type="checkbox"/> Yes <u>10</u> % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes:

Original Contract: \$ <u>154,273,064.00</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ <u>18,381,980.00</u>	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL → \$ 172,655,044.00

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
838	5555	ARRA	_____	\$ <u>110,724,000</u>
838	5555	CMAQ	_____	\$ <u>13,706,000</u>
838	5555	TCRP	_____	\$ <u>8,750,000</u>
838	5555	TEA21	_____	\$ <u>1,935,000</u>
838	5555	RIP	_____	\$ <u>14,664,000</u>
838	5555	PNRS	_____	\$ <u>19,443,044</u>
838	5555	TEA	_____	\$ <u>3,433,000</u>

Original Board Approved Contract Date: <u>9/2/09</u>	Contract Start: <u>9/2/09</u>	Contract End: <u>12/31/13</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority → Fiscal Year: <u>09/10</u> \$ <u>34,500,000</u>	Future Fiscal Year(s) – Unbudgeted Obligation → \$ <u>138,155,044</u>
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Is this consistent with the adopted budget? Yes No
 If yes, which Task includes budget authority? 838
 If no, has the budget amendment been submitted? Yes No

CONTRACT MANAGEMENT

Please mark an "X" next to all that apply:

Intergovernmental Private Non-Local Local Partly Local

Disadvantaged Business Enterprise: No Yes _____%

Task Manager: Garry Cohoe	Contract Manager: Dennis Saylor
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[Handwritten Signature] 8/27/09
 Task Manager Signature Date

[Handwritten Signature] 8/27/09
 Chief Financial Officer Signature Date

 Contract Manager Signature Date

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Highway 215
In the City of San Bernardino, California
Contract No.: C09-196

THIS AGREEMENT, made and concluded, in duplicate, September 2, 2009 between the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), and Skanska-Rados, A Joint Venture (referred to hereinafter as "Contractor").

ARTICLE 1.---WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by AUTHORITY, and under the conditions expressed in the Performance Bond and Payment Bond, bearing even date with these present, and hereunto annexed, the said Contractor agrees with AUTHORITY, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by AUTHORITY, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of AUTHORITY, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with California Department of Transportation Standard Plans, dated July, 2004, the Standard Specifications, dated July, 1999, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Proposal and Contract (dated May 8, 2009) and on project plans (dated April 17, 2009) for the work are entitled:

CONSTRUCTION OF
Highway 215
IN THE CITY OF SAN BERNARDINO, CALIFORNIA
Highway and Bridge Construction

ARTICLE II.---AUTHORITY hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide materials to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.---The State general prevailing wage rates most current edition at the date of the bid opening are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--- Contractor agrees to receive and accept the following prices as full compensation for (1) furnishing all materials and for doing all the work contemplated and embraced in this agreement; (2) all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by AUTHORITY, and for all risks of every description connected with the work; (3) all expenses incurred by or in consequence of the suspension or discontinuance of work and; (4) well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

BID LIST (INCLUDES ADDENDUM 2)

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY				ITEM PRICE	ITEM TOTAL
				SEG 1	SEG 2	SEG 1 & 2 COMMON	TOTAL QUANTITY (ROUNDED)		
1	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS			LUMP SUM	LUMP SUM	3,600 -	3,600 -
2	071301	TEMPORARY FENCE (TYPE CL-18)	M			200	200	25 -	5,000 -
3	072008A	TEMPORARY SHORING (RETAINING WALL NO. 137)	LS			LUMP SUM	LUMP SUM	2,500,000 -	2,500,000 -
4	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	295,000 -	295,000 -
5	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	5,000 -	5,000 -
6	074028	TEMPORARY FIBER ROLL	M	4294	3650		7950	12 -	95,400 -
7	074029	TEMPORARY SILT FENCE	M	3940	3850		7790	12 -	93,480 -
8	074031	TEMPORARY GRAVEL BAG BERM	M	610	610		1220	24 -	29,280 -
9	074032	TEMPORARY CONCRETE WASHOUT	EA	15	15		30	625 -	18,750 -
10	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	10	12		22	12,000 -	264,000 -
11	074034	TEMPORARY COVER	M2	15000	20000		35000	3 -	105,000 -
12	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	106	30		140	510 -	71,400 -
13	074041	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM	75,000 -	75,000 -
14	074043	TEMPORARY CONCRETE WASHOUT BIN	EA	20	20		40	6,000 -	240,000 -
15	074055	TEMPORARY SOIL BINDER	M2	99750	94500		195000	0.50	97,500 -
16	120090	CONSTRUCTION AREA SIGNS	LS			LUMP SUM	LUMP SUM	92,000 -	92,000 -
17	120100	TRAFFIC CONTROL SYSTEM	LS			LUMP SUM	LUMP SUM	1,000,000 -	1,000,000 -
18	120116	TYPE II BARRICADE	EA			69	69	115 -	7,935 -
19	120120	TYPE III BARRICADE	EA			119	120	250 -	30,000 -
20	120149	TEMPORARY PAVEMENT MARKING (PAINT)	M2			363	370	35 -	12,950 -
21	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M			118273	119000	0.45	53,550 -
22	120165	CHANNELIZER (SURFACE MOUNTED)	EA			2242	2250	46 -	103,500 -

23	120300	TEMPORARY PAVEMENT MARKER	EA		25047	25100	3.50	87,850 -	
24	138650	PORTABLE CHANGEABLE MESSAGE SIGN	EA		24	24	13,000 -	312,000 -	
25	129000	TEMPORARY RAILING (TYPE K1)	M		38739	38800	22 -	853,600 -	
26	129100	TEMPORARY CRASH CUSHION MODULE	EA		594	600	200 -	120,000 -	
27	150608	REMOVE CHAIN LINK FENCE	M	3096	6026	9130	12 -	109,560 -	
28	150609	REMOVE CHAIN LINK RAILING (TYPE 7 MODIFIED)	M	41		41	35 -	1,435 -	
29	150555	REMOVE BARRIER	M		2252	2250	30 -	67,800 -	
30	150662	REMOVE METAL BEAM GUARD RAILING	M	2444	4166	6610	18 -	118,980 -	
31	150701	REMOVE YELLOW PAINTED TRAFFIC STRIPE	M	1194		41149	42400	0.90	38,160 -
32	150704	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE	M	681			690	0.90	621 -
33	150717	REMOVE TRAFFIC STRIPE	M			108560	109000	0.90	98,100 -
34	150711	REMOVE PAINTED TRAFFIC STRIPE	M	4828			4830	0.90	4,347 -
35	150712	REMOVE PAINTED PAVEMENT MARKING	M2	290			290	22.50	6,525 -
36	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	M	1921			1930	0.90	1,737 -
37	150742A	REMOVE ROADSIDE SIGN	LS				LUMP SUM	17,500 -	17,500 -
38	150742B	RELOCATE ROADSIDE SIGN	LS				LUMP SUM	1,000 -	1,000 -
39	150760	REMOVE SIGN STRUCTURE	EA	14	15		29	4,100 - ^{58,000 - cm}	118,900 - ^{cm}
40	150803A	REMOVE / ABANDON DRAINAGE FACILITIES	LS				LUMP SUM	160,000 -	160,000 -
41	150804A	REMOVE PUMP STATION	LS				LUMP SUM	25,000 -	25,000 -
42	150806	REMOVE PIPE	M	1711	2445		4160	50 -	208,000 -
43	150829	REMOVE RETAINING WALL	M	240	627		870	30 -	26,100 -
44	150840	REMOVE CONCRETE PAVEMENT	M2	34080	45182		80300	1.75	140,525 -
45	150857	REMOVE ASPHALT CONCRETE SURFACING	M2	39			39	35 -	1,365 -
46	150860	REMOVE BASE AND SURFACING	M3	1912	143	3615	5670	19 -	107,730 -
47	151231A	RECONSTRUCT WROUGHT IRON FENCE	M	81			81	150 -	12,150 -
48	151270	SALVAGE METAL BRIDGE RAILING	M		230		240	21 -	5,040 -
49	152462	ADJUST WATER VALVE COVER TO GRADE	EA	17			17	775 -	13,175 -

60	152475	ADJUST SEWER MANHOLE	EA	4					1,250 -	11,250 -
61	153215	REMOVE CONCRETE CURB AND GUTTER	M	4015	5415		5440		4-75	44,840 -
62	153218A	REMOVE CONCRETE (SIDEWALK AND CROSS GUTTER)	M2	4830			4830		4 -	19,320 -
63	153224	REMOVE CONCRETE BARRIER (TYPE K1)	M	246			250		11 -	2,750 -
64	156590	REMOVE CRASH CUSHION (SAND FILLED)	EA	4			4		736 -	2,944 -
65	157551	BRIDGE REMOVAL LOCATION A	LS		LUMP SUM		LUMP SUM		37,500 -	37,500 -
66	157552	BRIDGE REMOVAL LOCATION B	LS		LUMP SUM		LUMP SUM		45,500 -	45,500 -
67	157553	BRIDGE REMOVAL LOCATION C	LS		LUMP SUM		LUMP SUM		128,500 -	128,500 -
68	157554	BRIDGE REMOVAL LOCATION D	LS		LUMP SUM		LUMP SUM		165,500 -	165,500 -
69	157555	BRIDGE REMOVAL LOCATION E	LS		LUMP SUM		LUMP SUM		205,000 -	205,000 -
70	157556	BRIDGE REMOVAL LOCATION F	LS		LUMP SUM		LUMP SUM		251,000 -	251,000 -
71	157557	BRIDGE REMOVAL LOCATION G	LS		LUMP SUM		LUMP SUM		101,500 -	101,500 -
72	157558	BRIDGE REMOVAL LOCATION H	LS		LUMP SUM		LUMP SUM		201,000 -	201,000 -
62A	157559	BRIDGE REMOVAL LOCATION I			LUMP SUM		LUMP SUM		40,500 -	40,500 -
62B	157559A	BRIDGE REMOVAL LOCATION J			LUMP SUM		LUMP SUM		35,500 -	35,500 -
63	157561	BRIDGE REMOVAL (PORTION), LOCATION A	LS		LUMP SUM		LUMP SUM		40,500 -	40,500 -
64	157562	BRIDGE REMOVAL (PORTION), LOCATION B	LS		LUMP SUM		LUMP SUM		40,500 -	40,500 -
65	159106	JACKING SUPERSTRUCTURE (LOCATION A)	LS		LUMP SUM		LUMP SUM		105,000 -	105,000 -
66	159107	JACKING SUPERSTRUCTURE (LOCATION B)	LS		LUMP SUM		LUMP SUM		122,000 -	122,000 -
67	160101	CLEARING AND GRUBBING	LS				LUMP SUM	LUMP SUM	310,000 -	310,000 -
68	160120	REMOVE TREE	LS				LUMP SUM	LUMP SUM	500,000 -	500,000 -
69	170101	DEVELOP WATER SUPPLY	LS				LUMP SUM	LUMP SUM	180,000 -	180,000 -
70	190101	ROADWAY EXCAVATION	M3	107203	466660		574000		11 -	6,314,000 -
71	190107	ROADWAY EXCAVATION (TYPE Y 1) (AERIALY DEPOSITED LEAD)	M3	27353	106108		134000		11 -	1,474,000 -
72	190110	LEAD COMPLIANCE PLAN	LS				LUMP SUM	LUMP SUM	8,900 -	8,900 -
73	190113	ASBESTOS COMPLIANCE PLAN	LS				LUMP SUM	LUMP SUM	5,000 -	5,000 -
74	190136	ROADWAY EXCAVATION (DETOUR)	M3				9384	9300	27 -	253,530 -

76	193005	STRUCTURE EXCAVATION (BRIDGE)	M3	16741	16751	33500	61 -	2,043,500 -
77	193037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	14630	59077	73900	18 -	1,328,400 -
78	193003	STRUCTURE BACKFILL (BRIDGE)	M3	9058	10020	19100	96 -	1,833,600 -
79	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	16676	50330	69100	26 -	1,796,600 -
80	193030	PERVIOUS BACKFILL MATERIAL	M3		14	14	100 -	1,400 -
81	193021	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	M3	1589	3940	5530	63 -	348,390 -
82	194001	DITCH EXCAVATION	M3	1684	5802	7550	12 -	90,600 -
83	197021	EARTH RETAINING STRUCTURE (MECHANICALLY STABILIZED EARTH WALL)	M2	4206		4210	325 -	1,368,250 -
84	198050A	EMBANKMENT (DETOUR)	M3		17195	17200	2.50	43,000 -
85	200114	ROCK BLANKET	M2	11811	9807	21700	77 -	1,670,900 -
86	203001	EROSION CONTROL BLANKET	M2	3549	18219	21800	16.50	359,700 -
87	203016	EROSION CONTROL (TYPE D)	HA	5.72	5.42	12	1650 cm 17,750 -	19,800 cm 213,000 -
88	203026	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	6	6	12	500 -	6,000 -
89	208304A	40 mm WATER METER	EA	8		8	25,000 -	200,000 -
90	208304B	50 mm WATER METER	EA		7	7	45,000 -	315,000 -
91	208420	40 mm BACKFLOW PREVENTER ASSEMBLY	EA	8		8	1,375 -	11,000 -
92	208421	BACKFLOW PREVENTER ASSEMBLY ENCLOSURE	EA	8	7	15	1,825 -	27,375
93	208435	50 mm BACK FLOW PREVENTER ASSEMBLY	EA		7	7	15000 cm 1,500 -	85,000 cm 10,500 -
94	208743	250 MM CORRUGATED STEEL PIPE CONDUIT (1.63 MM THICK)	M	169	175	350	150 -	52,500 -
95	208799	250 MM WELDED STEEL PIPE CONDUIT (6.35 MM THICK)	M		42	42	225 cm 715 -	9,450 cm 30,030 -
96	208800	300 MM WELDED STEEL PIPE CONDUIT (6.35 MM THICK)	M	132	236	370	250 cm 800 -	92,500 cm 296,000 -
97	250201	CLASS 2 AGGREGATE SUBBASE	M3	17956	27895	45900	25 -	1,147,500 -
98	260201	CLASS 2 AGGREGATE BASE	M3	14430	25802	40300	28 -	1,128,400 -
99	260211A	CLASS 2 AGGREGATE BASE (DETOUR)	M3		4100	4100	50 -	205,000 -
100	260210	AGGREGATE BASE (APPROACH SLAB)	M3	380		380	88 -	34,320 -
101	280009	LEAN CONCRETE BASE	M3	12528	19460	32000	140 -	4,480,000 -

99	390131	HOT MIX ASPHALT (TYPE A)	TONN	16198	29511	45800	85-	3,893,000 -
100	390131A	HOT MIX ASPHALT (TYPE A) DETOUR	TONN			19678	75-	1,477,500 -
103	390131B	HOT MIX ASPHALT (BOND BREAKER TYPE A)	TONN	5778	8976	14800	79-	1,169,200 -
104	394060	DATA CORES	LS			LUMP SUM	5,000-	5,000 -
105	394071	PLACE HOT MIX ASPHALT DIKE	M	7586	6562	9150	5.75	52,612.50
106	397005	TACK COAT	TONN	21	34	55	1,900 -	104,500 -
107	401000	CONCRETE PAVEMENT	M3	23988	37391	51400	165-	10,131,000 -
108	404092	SEAL PAVEMENT JOINT	M	36066	43403	79500	10.50	834,750 -
109	404094	SEAL LONGITUDINAL ISOLATION JOINT	M	452		460	30 -	13,800 -
110	420201	GRIND EXISTING CONCRETE PAVEMENT	M2	7084		7000	12 -	85,080 -
111	490505	FURNISH STEEL PILING (HP 250 X 62)	M	4450		4450	27 -	120,150 -
112	490506	DRIVE STEEL PILE (HP 250 X 62)	EA	258		260	718 -	184,680 -
113	490511	FURNISH STEEL PILING (HP 250 X 85)	M	24574		24600	36 -	885,600 -
114	490512	DRIVE STEEL PILE (HP 250 X 85)	EA	1786		1790	2,500 -	4,475,000 -
115	490566	FURNISH STEEL PILING (HP 360 X 132)	M		7495	7500	57 -	427,500 -
116	490567	DRIVE STEEL PILE (HP 360 X 132)	EA		705	710	716 -	508,060 -
117	490580	FURNISH STEEL PIPE PILING (360 MM)	M		1469	1470	60 -	88,200 -
118	490581	DRIVE STEEL PIPE PILE (360 MM)	EA		135	140	717 -	100,380 -
119	490582	FURNISH STEEL PIPE PILING (406 MM)	M		2983	2990	75 -	224,250 -
120	490583	DRIVE STEEL PIPE PILE (406 MM)	EA		190	190	736 -	139,840 -
121	490584	FURNISH STEEL PIPE PILING (510 MM)	M		3449	3450	170 -	586,500 -
122	490585	DRIVE STEEL PIPE PILE (510 MM)	EA		334	340	721 -	245,140 -
123	490657	600 MM CAST-IN-DRILLED HOLE CONCRETE PILING	M	143		150	305 -	45,750 -
124	490665	1.8 M CAST-IN-DRILLED-HOLE CONCRETE PILING	M	517		520	1,600 -	832,000 -
125	490673	3.0 M CAST-IN-DRILLED-HOLE CONCRETE PILING	M	206	73	280	3,800 -	1,064,000 -
126	49072A	2.745 M CAST-IN-DRILLED HOLE CONCRETE PILING	M		139	140	3,800 -	532,000 -
127	490775	900 MM CAST-IN-DRILLED-HOLE CONCRETE PILING	M	143		150	380 -	57,000 -

118	498027	400 MM CAST-IN-DRILLED-HOLE CONCRFTE PILING	M	1269	785	2060	140 -	288,400 -
119	510051	PRESTRESSING CAST-IN PLACE CONCRETE	LS	LUMP SUM	LUMP SUM	LUMP SUM	1,655,000 -	1,655,000 -
120	510051	STRUCTURAL CONCRETE BRIDGE FOOTING	M3	2434	4074	6510	260 -	1,692,600 -
121	510053	STRUCTURAL CONCRETE BRIDGE	M3	12153	15755	28000	665 -	18,620,000 -
122	510068	STRUCTURAL CONCRETE RETAINING WALL	M3	7072	19540	25800	306 -	8,200,800 -
123	510072	STRUCTURAL CONCRETE BARRIFR SLAB	M3	778	0	780	485 -	378,300 -
124	510086	STRUCTURAL CONCRETE APPROACH SLAB (TYPE N)	M3	1166	586	1766	725 -	1,276,000 -
125	510087	STRUCTURAL CONCRETE APPROACH SLAB (TYPE R)	M3	553	0	500	700 -	420,000 -
126	510413	CLASS 1 CONCRETE (BOX CULVERT)	M3		344	350	535 -	187,250 -
127	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	291	659 661 679	950 960 970	1,622 -	1,573,340 -
128	510524	MINOR CONCRETE (SOUND WALL)	M3	106	234	340	566 -	192,440 -
129	510800	PAVING NOTCH EXTENSION	M3	10		10	4,500 -	45,000 -
140	511035	ARCHITECTURAL TREATMENT (ARROWHEAD CLUSTER PATTERN)	M2	777	1435	2220	36 -	79,920 -
141	511036	ARCHITECTURAL TREATMENT (MOUNTAIN PATTERN)	M2	4114	6229	10400	53 -	551,200 -
142	511037	ARCHITECTURAL TREATMENT (RAILROAD MURAL)	M2	836		840	406 -	341,040 -
143	511047	ANTI-GRAFFITI COATING	M2	11087	18087	29200	9 -	262,800 -
144	511064	FRACTURED RIB TEXTURE	M2	2391	10437	12900	47 -	606,300 -
145	511106	DRILL AND BOND DOWEL	M	65		65	55 -	3,575 -
146	512229	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (5M-10M)	EA	22		22	6,000 -	132,000 -
147	512230	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (10M-15M)	EA	8		8	7,850 -	62,800 -
148	512231	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (15M-20M)	EA	3		3	8,100 -	24,300 -
149	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	33		33	1,100 -	36,300 -
150	515020	REFINISH BRIDGE DECK	M2	60		60	180 -	10,800 -
151	517551	SOUND WALL (BARRIER MASONRY BLOCK)	M3		2054	2669	150 -	399,000 -

150	518007	FOUND WALL (MASONRY BLOCK)	M2	2801	2910	5720	150 -	858,000 -
153	518080	ACCESS GATE (SOUND WALL)	EA		1	1	3,500 -	3,500 -
154	518050	PTFE BEARING	EA	14	18	32	2,700 -	86,400 -
155	519101	JOINT SEAL (TYPE A)	M	177		180	50 -	9,000 -
156	519117A	JOINT SEAL (TYPE B - MR 25 MM)	M	185		190	200 -	38,000 -
157	519123	JOINT SEAL (TYPE B - MR 50 MM)	M	257	27	290	275 -	79,750 -
158	519125	JOINT SEAL ASSEMBLY (MR 70 MM)	M	27	35	62	908 -	56,296 -
159	519126	JOINT SEAL ASSEMBLY (MR 80 MM)	M	15	12	27	930 -	25,110 -
160	519127	JOINT SEAL ASSEMBLY (MR 90 MM)	M	11	122	140	872 -	122,080 -
161	519129	JOINT SEAL ASSEMBLY (MR 101-160 mm)	M	20	22	48	2,400 -	115,200 -
162	519130	JOINT SEAL ASSEMBLY (MR 161 MM - 240 MM)	M	11	24	35	3,360 -	117,600 -
163 (F)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	2612100	3109024	5722000	1.40	8,010,800 -
164 (F)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	559105	2077310	2637000	1.33	3,507,210 -
165 (F)	520107	BAR REINFORCING STEEL (BOX CULVERT)	KG		33241	33300	1.75	58,275 -
166	520120	HEADED BAR REINFORCEMENT	EA		1364	1370	8.30 cm 25 -	4,615 cm 34,250 -
167 (F)	550110	COLUMN CASING	KG	18581		18600	18 cm 24 -	337,000 cm 446,400 -
168 (F)	550203	FURNISH STRUCTURAL STEEL (BRIDGE)	KG	60399		60400	2.75	166,100 -
169 (F)	550204	ERECT STRUCTURAL STEEL (BRIDGE)	KG	60399		60400	0.26	15,704 -
170 (F)	560203	FURNISH SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY)	KG	3240	16016	19300	14.50	279,850 -
171 (F)	560204	INSTALL SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY)	KG	3240	16016	19300	3.25	62,725 -
172 (F)	560208	FURNISH SIGN STRUCTURE (TUBULAR)	KG	51955	112087	165000	12.50	2,062,500 -
173 (F)	560209	INSTALL SIGN STRUCTURE (TUBULAR)	KG	51955	112087	165000	0.85	140,250 -
174 (F)	560223A	FURNISH SIGN STRUCTURE (TRUSS WITH WALKWAY)	KG	5130	5452	10600	10.65	112,890 -
175 (F)	560224A	INSTALL SIGN STRUCTURE (TRUSS WITH WALKWAY)	KG	5130	5452	10600	10.65 cm 0.60	6,360 -
176 (F)	560234	FURNISH LAMINATED PANEL SIGN (25.4 MM TYPE A)	M2	275	370	600	185 -	122,100 -
177 (F)	560238	FURNISH SINGLE SHEET ALUMINUM SIGN (1.5 MM UNFRAMED)	M2	260	15	40	75 -	31,500 -

206	705336	200 MM WELDED STEEL PIPE (3.4 MM THICK)	M	49		40	330 -	15,180 -
207	705337	450 MM ALTERNATIVE FLARED END SECTION	EA	2			147 -	1,323 -
208	705337	600 MM ALTERNATIVE FLARED END SECTION	EA	8	4	12	202 -	2,424 -
209	705338	750 MM ALTERNATIVE FLARED END SECTION	EA	1		2	454 -	908 -
210	707133	900MM PRECAST CONCRETE PIPE INLET	M	24	27 26	51 50	1,840 -	92,000 -
211	707244	900MM PRECAST CONCRETE PIPE MANHOLE	M	16	25	44	1,920 -	84,480 -
212	721008	ROCK SLOPE PROTECTION (LIGHT METHOD B)	M3	18		16	298 -	5,364 -
213	721009	ROCK SLOPE PROTECTION (FACING METHOD B)	M3	19	22	41	272 -	11,152 -
214	721012	ROCK SLOPE PROTECTION (BACKING NO. 3 METHOD B)	M3	26	7	33	319 -	10,527 -
215	721810A	SLOPE PAVING (CONCRETE) (ROCK BLANKET)	M2		255	260	250 -	65,000 -
216	729010	ROCK SLOPE PROTECTION FABRIC	M2	174	89	260	250 ^{18cm} 47 -	12,220 -
217	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	818	1194	2020	317 -	640,340 -
218	750001	MISCELLANEOUS IRON AND STEEL	KG	35435	31218 31269 31951	66700 67400	4.25	286,450 -
219	750041	ISOLATION CASING	KG	1937	18610	20600	11.25	231,750 -
220	750498	MISCELLANEOUS METAL (RESTRAINER -CABLE TYPE)	KG	1338		1340	10.25	13,735 -
221	750501	MISCELLANEOUS METAL (BRIDGE)	KG		1284	1290	11.25	14,512.50
222	750505	BRIDGE DECK DRAINAGE SYSTEM	KG	4439	37294	41800	12 -	501,600 -
223	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	1877	5203	7080	35.50	251,340 -
224	802671	4.9M CHAIN LINK GATE (TYPE CL-1.8)	EA	14	5	19	1,100 -	20,900 -
225	820107	DÉLINEATOR (CLASS 1)	EA	178	249	430	40 -	17,200 -
226	832001	METAL BEAM GUARD RAILING	M	1772	945	2720	70 -	190,400 -
227	833020A	CHAIN LINK RAILING (TYPE 3 MODIFIED)	M		704	710	267 -	189,570 -
228	833031	CHAIN LINK RAILING (TYPE 6)	M	54		54	275 -	14,850 -
229	833031A	CHAIN LINK RAILING (TYPE 6 MOD)	M		270	270	235 -	63,450 -
230	833032	CHAIN LINK RAILING (TYPE 7)	M	354		360	210 -	75,600 -
231	833086	TUBULAR HANDRAILING	M		771	780	133 -	103,740 -

1
2

237	839142	CONCRETE BARRIER (TYPE 26 MODIFIED)	M	838	640	352 -	295,480 -
238	839143	CONCRETE BARRIER (TYPE 26A MODIFIED)	M	817	620	350 -	287,000 -
239	839521	CABLE RAILING	M	57	975	1040	34 - 35,360 -
240	839526A	ANCHOR BLOCK FOR TRANSITION RAILING CONNECTION	EA	1		1	3,900 - 3,900 -
241	839541	TRANSITION RAILING (TYPE WB)	EA	10	9	19	2,600 - 49,400 -
242	839561	END ANCHOR ASSEMBLY (TYPE SFT)	EA	19	20	35	615 - 23,370 -
243	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	10		15	2,800 - 28,000 -
244	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	3	11	14	2,400 - 33,600 -
245	839601	CRASH CUSHION (TYPE CAT)	EA		1	1	6,500 - 6,500 -
246	839604	CRASH CUSHION (TYPE REACT 9CBB)	EA		1	1	53,000 - 53,000 -
247	839605	CRASH CUSHION (REACT 9SCBS)	EA	2		2	56,500 - 113,000 -
248	839606A	CRASH CUSHION (QUADGUARD QS9006)	EA	2		2	38,000 - 76,000 -
249	839701	CONCRETE BARRIER (TYPE 60)	M	1348 1250	2051	3409	140 - 476,000 -
250 (F)	839702	CONCRETE BARRIER (TYPE 60A)	M	168		170	155 - 26,350 -
251	839702A	CONCRETE BARRIER (TYPE 60A MODIFIED)	M	61		61	182 - 11,102 -
252	839704	CONCRETE BARRIER (TYPE 60D)	M	515	2900	3429	143 - 489,060 -
253	839705	CONCRETE BARRIER (TYPE 60E)	M	104	645	750	468 - 351,000 -
254	839706	CONCRETE BARRIER (TYPE 60G)	M	98		98	390 - 38,220 -
255	839712	CONCRETE BARRIER (TYPE 60SC)	M	40	103	150	410 - 61,500 -
256 (F)	839717	CONCRETE BARRIER (TYPE 732 MODIFIED)	M	2558	1406	3980	190 - 756,200 -
257 (F)	839721	CONCRETE BARRIER (TYPE 732A MODIFIED)	M	1063	2708	3780	190 - 718,200 -
258 (F)	839723	CONCRETE BARRIER (TYPE 732B)	M	71		71	356 - 25,276 -
259 (F)	839724A	CONCRETE BARRIER (TYPE 736 S/SV)	M	195	529	730	302 - 220,460 -
260 (F)	839725	CONCRETE BARRIER (TYPE 736)	M	3		2	354 - 7,062 -
261 (F)	839727	CONCRETE BARRIER (TYPE 736A MODIFIED)	M		684	695	311 - 214,590 -
262	840515	THERMOPLASTIC PAVEMENT MARKING	M2	403	75	491	35 - 17,150 -
263	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	37986	52947	91000	0.75 68,250 -

256	840900	PAINT PAVEMENT MARKING	M2	264		260	33-	9,240-	
257	840900	PAINT PAVEMENT MARKING (2 COAT)	M2	16		15	44-	704-	
258	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	2900	6730	5630	1.10	10,593-	
259	850101	PAVEMENT MARKER (RETROREFLECTIVE)	EA	5304	4710	10100	2.25	22,725-	
260	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS	LS	LUMP SUM		LUMP SUM	50,000-	50,000-	
261	860251	MODIFY SIGNAL AND LIGHTING (LOCATION 1)	LS	LUMP SUM		LUMP SUM	150,000-	150,000-	
262	860252	MODIFY SIGNAL AND LIGHTING (LOCATION 2)	LS	LUMP SUM		LUMP SUM	150,000-	150,000-	
263	860253	MODIFY SIGNAL AND LIGHTING (LOCATION 3)	LS	LUMP SUM		LUMP SUM	150,000-	150,000-	
264	860254	REMOVE SIGNAL AND LIGHTING (LOCATION 4)	LS	LUMP SUM		LUMP SUM	20,000-	20,000-	
265	860255	SIGNAL AND LIGHTING (LOCATION 5)	LS	LUMP SUM		LUMP SUM	130,000-	130,000-	
266	860256	SIGNAL AND LIGHTING (LOCATION 6)	LS	LUMP SUM		LUMP SUM	130,000-	130,000-	
267	860257	MODIFY SIGNAL AND LIGHTING (LOCATION 7)	LS	LUMP SUM		LUMP SUM	50,000-	50,000-	
268	860258	REMOVE SIGNAL AND LIGHTING (LOCATION 8)	LS	LUMP SUM		LUMP SUM	30,000-	30,000-	
269	860259	MODIFY SIGNAL AND LIGHTING (LOCATION 9)	LS	LUMP SUM		LUMP SUM	5,000-	5,000-	
270	860260	MODIFY SIGNAL AND LIGHTING (LOCATION 10)	LS	LUMP SUM		LUMP SUM	80,000-	80,000-	
271	860261	MODIFY SIGNAL AND LIGHTING (LOCATION 11)	LS	LUMP SUM		LUMP SUM	130,000-	130,000-	
272	860262	MODIFY SIGNAL AND LIGHTING (LOCATION 12)	LS	LUMP SUM		LUMP SUM	60,000-	60,000-	
273	860263	MODIFY SIGNAL AND LIGHTING (LOCATION 13)	LS	LUMP SUM		LUMP SUM	5,000-	5,000-	
274	860264	MODIFY SIGNAL AND LIGHTING (LOCATION 14)	LS		LUMP SUM	LUMP SUM	130,000-	130,000-	
275	860265	SIGNAL AND LIGHTING (LOCATION 15)	LS		LUMP SUM	LUMP SUM	150,000-	150,000-	
276	860266	SIGNAL AND LIGHTING (LOCATION 16)	LS		LUMP SUM	LUMP SUM	180,000-	180,000-	
277	860267	MODIFY SIGNAL AND LIGHTING (LOCATION 17)	LS		LUMP SUM	LUMP SUM	150,000-	150,000-	
278	860460	LIGHTING AND SIGN ILLUMINATION	LS			LUMP SUM	LUMP SUM	2,025,000-	2,025,000-
279	860764	FIBER OPTIC CONDUIT 53C	M	1490	1680	3170	35-	110,950-	
280	860766	FIBER OPTIC CONDUIT 103C	M	1700	3160	4860	65-	315,900-	
281	860792	COMMUNICATION CONDUIT (BRIDGE)	M	120	490	610	100-	61,000-	
282	860797	ELECTRIC SERVICE (IRRIGATION)	LS			LUMP SUM	50,000- ^{50,000-}	50,000-	

283	860991	CLOSED CIRCUIT TELEVISION SYSTEM (LOCATION 1)	LS	LUMP SUM		LUMP SUM	40,000 -	40,000 -
284	860992	CLOSED CIRCUIT TELEVISION SYSTEM (LOCATION 2)	LS	LUMP SUM		LUMP SUM	40,000 -	40,000 -
285	860993	CLOSED CIRCUIT TELEVISION SYSTEM (LOCATION 3)	LS		LUMP SUM	LUMP SUM	40,000 -	40,000 -
286	860994	CLOSED CIRCUIT TELEVISION SYSTEM (LOCATION 4)	LS		LUMP SUM	LUMP SUM	40,000 -	40,000 -
287	860995	CLOSED CIRCUIT TELEVISION SYSTEM (LOCATION 5)	LS		LUMP SUM	LUMP SUM	40,000 -	40,000 -
288	861000	TRAFFIC OPERATION SYSTEM CABINET ASSEMBLY (TOS CABINET)	EA	1		1	10,000 cm 55,000 -	10,000 cm 55,000 -
289	861101	RAMP METERING SYSTEM (LOCATION 1)	LS	LUMP SUM		LUMP SUM	60,000 cm 85,000 -	60,000 cm 85,000 -
290	861102	RAMP METERING SYSTEM (LOCATION 2)	LS	LUMP SUM		LUMP SUM	50,000 -	50,000 -
291	861103	RAMP METERING SYSTEM (LOCATION 3)	LS	LUMP SUM		LUMP SUM	40,000 -	40,000 -
292	861104	RAMP METERING SYSTEM (LOCATION 4)	LS	LUMP SUM		LUMP SUM	40,000 cm 92,000 -	40,000 cm 92,000 -
293	861105	RAMP METERING SYSTEM (LOCATION 5)	LS		LUMP SUM	LUMP SUM	50,000 cm 100,000 -	50,000 cm 100,000 -
294	861106	RAMP METERING SYSTEM (LOCATION 6)	LS		LUMP SUM	LUMP SUM	60,000 -	60,000 -
295	861107	RAMP METERING SYSTEM (LOCATION 7)	LS		LUMP SUM	LUMP SUM	30,000 -	30,000 -
296	867014	12 SINGLE MODE FIBER OPTIC CABLE	M	1970	2300	4270	5 -	21,350 -
297	867017	48 SINGLE MODE FIBER OPTIC CABLE	M	1600	3160	4760	8 -	38,080 -
298	867024	144 SINGLE MODE FIBER OPTIC CABLE	M	2525	3160	5690	18 -	102,420 -
299	860530	CHANGEABLE MESSAGE SIGN SYSTEM	EA		1	LUMP SUM	20,000 -	20,000 -
300	867200	CONTROLLER INTERFACE	EA	7	4	11	2,500 -	27,500 -
301	867300	MODIFY COMMUNICATION HUB C ASSEMBLY	LS	LUMP SUM		LUMP SUM	50,000 -	50,000 -
302	867301	MODIFY COMMUNICATION HUB H ASSEMBLY	LS		LUMP SUM	LUMP SUM	50,000 -	50,000 -
303	867400	MODIFY TRANSPORTATION MANAGEMENT CENTER ASSEMBLY	LS		LUMP SUM	LUMP SUM	50,000 -	50,000 -
304	867500	COMMUNICATION SYSTEM TEMPORARY FIBER OPTIC SYSTEM	LS	LUMP SUM		LUMP SUM	150,000 -	150,000 -
305	869047	SPLICE VAULT	EA	4	7	11	5,000 -	55,000 -
306	869075	SYSTEM TESTING AND DOCUMENTATION	LS		LUMP SUM	LUMP SUM	50,000 -	50,000 -
307	869080	TRAINING	LS		LUMP SUM	LUMP SUM	10,000 -	10,000 -
308	999995	MOBILIZATION	LS		LUMP SUM	LUMP SUM	15,100,000 -	15,100,000 - 15,000 cm

Total

154,273,064 -

ARTICLE VI.---The undersigned agrees to complete the work within the time period as stipulated in Section 4 of the special provisions .

ARTICLE VII.---The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project plans and specifications.

ARTICLE VIII

Indemnification - The Contractor agrees to indemnify, defend and hold harmless AUTHORITY, the State of California, Fluor Corporation, Parsons Transportation Group, Inc., City of San Bernardino, BNSF Railway Company and their authorized offices, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts errors or omissions of any person and for any costs or expenses incurred by AUTHORITY, the State of California, Fluor Corporation, Parsons Transportation Group, Inc., City of San Bernardino, BNSF Railway Company and their authorized officers, employees, agents and volunteers on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE IX

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to AUTHORITY as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by AUTHORITY. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of B++ or better

Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.
- (c) \$1,000,000 for each employee for bodily injury by disease.

Liability Insurance – The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment.
- (b) products and completed operations.
- (c) broad form property damage (including completed operations).
- (d) explosion, collapse and underground hazards.
- (e) personal injury.
- (f) contractual liability.

Liability Limits/Additional Insureds - The limits of liability shall be at least:

- (a) \$2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$4,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$20,000,000 umbrella or excess liability (for a total of \$25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

AUTHORITY, the State of California, Fluor Corporation, Parsons Transportation Group, Inc., City of San Bernardino, BNSF Railway Company and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced work, unless such condition has been changed by the work or scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain; or
- (2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

Automotive Liability Insurance – The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Article IX "Liability Limits/Additional Insureds," shall also apply to automobile liability.

Railroad Protective Liability Insurance – The Contractor shall carry Railroad Protective Liability Insurance naming AUTHORITY, the State of California, Fluor Corporation, Parsons Transportation Group, Inc., City of San Bernardino, BNSF Railway Company as a Named Insured covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability. The limits of liability shall not be less than

\$5,000,000 per occurrence and aggregate of \$10,000,000. Separate coverage shall be obtained for each bridge over the BNSF railroad. See Section 13 of the Special Provisions for Railroad Insurance.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against AUTHORITY, the State of California, Fluor Corporation, Parsons Transportation Group, Inc., City of San Bernardino, BNSF Railway Company, and their authorized officers, employees, agents and volunteers, contractors and subcontractors.

Policy Forms, Endorsements and Certificates – The Contractor’s General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

Evidence of insurance in a form acceptable to AUTHORITY, including the required “additional insured” endorsements, shall be furnished by the Contractor to AUTHORITY at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days’ prior written notice to AUTHORITY. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section.

Enforcement – AUTHORITY may take any steps as are necessary to assure Contractor’s compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish AUTHORITY with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the Contractor of the Contractor’s duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, the State of California, Fluor Corporation, Parsons Transportation Group, Inc., City of San Bernardino, BNSF Railway Company, and their authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to

enforcement of any of these provisions at a later date.

Miscellaneous – Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE X.---The undersigned agrees to furnish AUTHORITY with a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount. These bonds shall be secured from a surety company or companies satisfactory to AUTHORITY and shall remain in force and effect for a period of one year following the date of filing of Notice of Completion.

ARTICLE XI.---If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article VIII, Indemnification.

ARTICLE XII.---The parties acknowledge and agree that this Agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

San Bernardino County Transportation Authority

Contractor-Skanska-Rados, A Joint Venture

By: _____
Paul M. Eaton
President, SANBAG Board of Directors

By: _____

Date: _____

Date: _____

Approved as to Form and Procedure:

Licensed in accordance with an act providing for registration of contractors:

By: _____
Jean-Rene Basle
SANBAG Counsel

License Number

Date: _____

Federal Employer Identification Number

Exhibit A
I-215 Segments 1 and 2 Construction Bid Results

<u>Submitted Bids: Contractor</u> (In order of bid opening)	<u>Bid Amount</u>
1. MCM Construction, Inc.	\$179,019,586.00
2. Skanska-Rados, a Joint Venture	\$154,273,064.00
3. Balfour Beatty Infrastructure, Inc.	\$169,731,330.50
4. Flatiron West	\$156,003,754.00
5. Schimmick/Obiyashi	\$192,293,160.00
6. Atkinson	\$165,899,532.00

Exhibit B
I-215 Segments 1 and 2 Construction Bid Results

Base Bid	\$156,003,754
Base Contingency at 10%	\$ 15,600,375
Supplemental	
Traffic Control/Detours	\$ 390,000
Water Pollution/Storm Water Control	\$ 550,000
Asphalt Price Adjustment	\$ 230,000
Misc.-Right-of-way workarounds, disposal, Additional cleanup, protection, etc.	<u>\$ 830,000</u>
	\$ 2,000,000
Agency Furnished	
RE Office	\$ 450,000
Electrical Service Connections, Battery Back-up, Controllers, etc.	\$ 332,000
Misc.-Changeable Message signs, additional Traffic management, etc.	<u>\$ 172,674</u>
	\$ 954,674
 Total Contingency = Base 10% + Supplemental+Agency	 \$ 18,555,049
 Total Contract Authority + Base Bid + Total Contingency	 \$174,558,803



MEMORANDUM

DATE: August 6, 2009

TO: Mr. Sagar Pandey, P.E., Project Manager, SANBAG

CC: Paula Beauchamp, Capital Projects Manager, SANBAG

FROM: Patricia K. Padilla, President

RE: Contract No. C09-196
I-215 Highway & Bridge Construction (Segments 1 & 2) Project
DBE Pre-Award Compliance Review and Evaluation

As directed, Padilla & Associates, Inc. has performed and completed a DBE Pre-Award Compliance Review and Evaluation of the apparent three (3) lowest bidder's responsiveness in meeting the prescribed Good Faith Efforts requirements **towards meeting the Contract-Specific UDBE Goal of 1.83%** as set forth in the subject solicitation and contract documents.

Padilla & Associates, Inc.'s analysis and corresponding determination is summarized, as follows:

Apparent Low Bidder: Skanska-Rados, A Joint Venture

- Deemed non-responsive in meeting Good Faith Efforts (GFE) requirements
- GFE documentation found to be inadequate, refer to Exhibit A-1
- Bidder's UDBE Goal Commitment at time of bid: 1.40%
- Verified UDBE Goal Commitment based on applicable DBE crediting provisions: **1.28%**

2nd Lowest Bidder: Flatiron West, Inc.

- Deemed responsive in meeting Good Faith Efforts (GFE) requirements
- Bidder's UDBE Goal Commitment at time of bid: 1.92%
- Verified UDBE Goal Commitment based on applicable DBE crediting provisions: **1.92%**
- Good Faith Efforts met through Bidder's UDBE subcontractor commitments

3rd Lowest Bidder: Atkinson Contractors

- Deemed responsive in meeting Good Faith Efforts (GFE) requirements
- Bidder's UDBE Goal Commitment at time of bid: 1.99%
- Verified UDBE Goal Commitment based on applicable DBE crediting provisions: **1.99%**
- Good Faith Efforts met through Bidder's UDBE subcontractor commitments

Enclosures:

Exhibit A. Pre-award Race-Conscious UDBE Participation Assessment (**Skanska-Rados, A Joint Venture**)

Exhibit A-1 Pre-award Exhibit 15-H - UDBE Information - Good Faith Efforts Supplemental Evaluation (**Skanska-Rados, A Joint Venture**)

Exhibit B. Pre-award Race-Conscious UDBE Participation Assessment (Flatiron West, Inc.)

Exhibit C. Pre-award Race-Conscious UDBE Participation Assessment (Atkinson Contractors)

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

Contract Number: C09-196

Project Name: I-215 Highway & Bridge Construction (Segments 1 and 2)

PRE-AWARD RACE-CONSCIOUS UDBE PARTICIPATION ASSESSMENT

Established Contract-Specific UDBE Goal: 1.83%

Bidder Name: Skanska-Rados, A Joint Venture

PROPOSED UDBE FIRM	PROPOSED SCOPE OF WORK	NAICS CERTIFICATION STATUS	UDBE STATUS VERIFIED (Y/N)	CERTIFYING AGENCY	CERTIFICATION EXPIRATION DATE	DBE COMMITMENT LETTER/QUOTE SUBMITTED (Y/N)	\$ VALUE OF ELIGIBLE PARTICIPATION	% OF TOTAL CONTRACT VALUE
C G O Construction Company	Remove Chain-Link Clear & Grub Remove Trees	Verified	Y (Black American Male)	Department of Transportation	n/a	Y	\$ 772,215.00	0.501%
JC Supply & Manufacturing	Supply Neoprene Stripe PVC Pipe, curing compound etc.	Verified	Y (Female)	City of Los Angeles	n/a	Y	\$ 230,058.00	0.149%
K R C Safety Co., Inc.	Safety & TC Supply/Sign Supply	Verified	Y (Native American Male)	City of Fresno	n/a	Y	\$ 870,258.00	0.564%
Triumph GEO-Synthetics, Inc.	Fiber Roll Mirafi Silt Fence	Verified	Y (Female)	Department of Transportation	n/a	Y	\$ 29,074.20	0.019%
W.C. Goolsby, Inc.	Bond Break or Oil	Verified	Y (Female)	Department of Transportation	n/a	Y	\$ 69,792.00**	0.045%
TOTAL PROPOSED RACE-CONSCIOUS UDBE PARTICIPATION VALUE (\$):							\$1,971,397.20	
TOTAL PROPOSED RACE-CONSCIOUS UDBE PARTICIPATION VALUE (%):							1.28%	
TOTAL BID AMOUNT:							\$154,273,064.00	

ASSESSMENT:

Skanska-Rados, A Joint Venture submitted the following DBE submittals required by the solicitation:
 Exhibit 15-G(1): Local Agency Bidder - UDBE Commitment (Construction Contracts)
 Exhibit 15-G(2): Local Agency Bidder - DBE Information (Construction Contracts)
 Exhibit 15-H: UDBE Information - Good Faith Efforts

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

Contract Number: C09-196
Project Name: I-215 Highway & Bridge Construction (Segments 1 and 2)

PRE-AWARD RACE-CONSCIOUS UDBE PARTICIPATION ASSESSMENT
Established Contract-Specific UDBE Goal: 1.83%

Bidder Name: Skanska-Rados, A Joint Venture

As Skanska-Rados, A Joint Venture, did not meet the established contract specific UDBE goal of 1.83% based on its participation commitments, the evaluator proceeded to review Skanska-Rados, A Joint Venture "Exhibit 15-H - UDBE Information - Good Faith Efforts Form" and supplemental Good Faith Efforts (GFE) documentation to assess whether the Bidder by its scope intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient UDBE participation, even if they were not fully successful in meeting the established contract UDBE goal.

SUMMARY RESULTS

Bidder's Good Faith Efforts (GFE) documentation was found to be inadequate in six (6) out of the eight (8) required GFE categories (categories B, C, D, E, F and H of the Bidder's GFE submittals were determined to be inadequate). The apparent low Bidder (Skanska-Rados, A Joint Venture) GFEs are deemed to be inadequate and non-responsive.

** While, the Bidder listed W.C. Goolsby as a regular dealer crediting at 60% (\$279,168), the documentation provided did not support that the work was to be performed under this capacity. As W.C. Goolsby listed its supplier as All American Asphalt a non-DBE, which evidences that W.C. Goolsby would be performing in the capacity of a Broker. The standard industry reasonable mark-up (broker commissions and fees) would be 15% of the total materials & supplies cost. The eligible participation was therefore adjusted to reflect applicable crediting provisions (15% x \$465,280 = \$69,792). Refer to W.C. Goolsby quote and sub quote submitted by All American Asphalt to Skanska-Rados, A Joint Venture.

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

Contract Number: C09-196

Project Name: I-215 Highway & Bridge Construction (Segments 1 and 2)

PRE-AWARD Exhibit 15-H - UDBE Information - Good Faith Efforts Supplemental Evaluation

Bidder Name: Skanska-Rados, A Joint Venture (herein refer to as Bidder)

REQUIREMENTS		Adequate	Inadequate
<p>A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):</p>		X	
<p>B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):</p> <p>Evaluator Notes: Fax solicitation log provided indicated a question mark (?) under status (sent?), evaluator unable to determine if faxes were issued and to what firm as the name of firm was not indicated on log. Therefore, unable to fully assess this Good Faith Effort requirement. Additionally, one of the UDBEs that expressed interest in bidding stated on her fax transmittal, "please send a list of all metals you are looking for". When contacted by the evaluator, the owner indicated no list was provided when she contacted Bidder to follow up on her request, she was referred to the specifications. She further indicated that no technical assistance was provided beyond referring her to the specifications. Additionally, while Bidder indicated on their log that a UDBE firm was not interested in bidding, when the UDBE firm was contacted by the evaluator, the owner stated that he would have most likely stated "yes", if asked if he was interested in participating, which is a contradiction to what is reflected in the Bidder's logs. Additionally, while Bidder provided copies of faxes from UDBEs, definitively expressing that they would be bidding they did not provide documentation that they followed up with these firms as required.</p>			X
<p>C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.</p> <p>Evaluator Notes: Bidder listed in Section C. of the Exhibit 15-H "UDBE Information - Good Faith Efforts" form, "all items of work were made available to UDBE's". However, the following table below, represents bids received from UDBEs, which were rejected due to Bidder performing work with their "Own Forces". All items of work were not made available as Bidder stated. The following also represents examples where the Bidder failed to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation:</p>			

UDBE FIRM NAME	ITEM	BASIS FOR REJECTION
Black IPO	Street Sweeping	Owns & Operates the Equipment Offered, Own Forces
Ultra Systems	Storm Water Pollution	Own Forces
AESCO	Materials testing and Inspection	Own Forces
B.W. Equipment Repair & Mobile Service	Equipment Repair	Own Forces

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

Contract Number: C09-196

Project Name: I-215 Highway & Bridge Construction (Segments 1 and 2)

PRE/AWARD Exhibit 15-H - UDBE Information - Good Faith Efforts Supplemental Evaluation

Bidder Name: Skanska-Rados, A Joint Venture (herein refer to as Bidder)

REQUIREMENTS		Adequate	Inadequate
<p>A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):</p>			
<p>B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):</p>			
<p>Evaluator Notes: Fax solicitation log provided indicated a question mark (?) under status (sent?), evaluator unable to determine if faxes were issued and to what firm as the name of firm was not indicated on log. Therefore, unable to fully assess this Good Faith Effort requirement. Additionally, one of the UDBEs that expressed interest in bidding stated on her fax transmittal, "please send a list of all metals you are looking for". When contacted by the evaluator, the owner indicated no list was provided when she contacted Bidder to follow up on her request, she was referred to the specifications. She further indicated that no technical assistance was provided beyond referring her to the specifications. Additionally, while Bidder indicated on their log that a UDBE firm was not interested in bidding, when the UDBE firm was contacted by the evaluator, the owner stated that he would most likely stated "yes", if asked if he was interested in participating, which is a contradiction to what is reflected in the Bidder's logs. Additionally, while Bidder provided copies of faxes from UDBEs, definitively expressing that they would be bidding they did not provide documentation that they followed up with these firms as required.</p>			
<p>C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.</p>			
<p>Evaluator Notes: Bidder listed in Section C. of the Exhibit 15-H "UDBE Information - Good Faith Efforts" form, "all items of work were made available to UDBE's". However, the following table below represents bids received from UDBEs, which were rejected due to Bidder performing work with their "Own Forces". All items of work were not made available as Bidder stated. The following also represents examples where the Bidder failed to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation:</p>			
		X	
			X

UDBE FIRM NAME	ITEM	BASIS FOR REJECTION
Black IPO	Street Sweeping	Owns & Operates the Equipment Offered, Own Forces
Ultra Systems	Storm Water Pollution Materials testing and Inspection	Own Forces
AESCO	Equipment Repair	Own Forces
B.W. Equipment Repair & Mobile Service	Equipment Repair	Own Forces

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

Contract Number: C09-196

Project Name: I-215 Highway & Bridge Construction (Segments 1 and 2)

PRE-AWARD Exhibit 15-H - UDBE Information - Good Faith Efforts Supplemental Evaluation

Bidder Name: Skanska-Rados, A Joint Venture (herein refer to as Bidder)

Rejected UDBE Bidder:	Basis of Rejection
Austin Enterprise	
Coffman Specialties, Inc.	PCCP Subcontractor included this work in their price at bid time

Evaluator Notes: The bidder selected a non-DBE to perform bid item 108, when a DBE submitted a bid for the same item with a 4.9% difference, well within a reasonable range. Rejection was not reasonable as the bid item could be performed independently from other bid items. Furthermore, there is no evidence that bidders were given instructions that they must bid all items to be considered. The Bidder also has responsibility to take cognizance that there is a UDBE goal in reviewing bids. The fact that there may be some additional cost in using a UDBE it is not in itself sufficient reason for a bidder not to exercise Good Faith Efforts towards meeting the contract UDBE goal, as long as such costs are reasonable.

Rejected UDBE Bidder:	Basis of Rejection
VT Electric, Inc.	
MSL Electric	Received Lower Price at Bid Time

Evaluator Notes: The Falsework lighting identified as optional work by the selected non-DBE was significantly higher (\$6,500 per portal x 19 portals = 123,500.00) vs. the UDBE quote (\$3,700 per portal x 26 portals = \$96,200.00), another example of Bidder not breaking down work into feasible units to promote UDBE participation. Furthermore, Bidder's bid items for this work was in excess of 8 million and the non-DBE bid that was selected was "REVISED" and had a fax date of 7/29/09 (6 days after bid opening), refer to advertisement, which stated, "Subcontractor scope (including any conditions or exceptions) is required 24 hours prior to bid deadline to allow proper evaluation."

Rejected UDBE Bidder:	Basis of Rejection
American Steel Placers	
CMC Fontana Steel	Non-responsive, incomplete bid

Evaluator Notes: Bidder has the responsibility to extend technical assistance including advising the UDBE that the bid was incomplete. Additionally, Bidder did not provide evidence among the Good Faith Efforts documentation provided that it required a bidder to bid all related work (sound wall and concrete barrier work.) Furthermore, the UDBE's quotes for specific items in a number of instances was lower than the non-DBE.

Rejected UDBE Bidder:	Basis of Rejection
L. Riley Trucking	
None selected	We are unable to commit to a trucking company at this time based on hourly rates.

Evaluator Notes: Response found to be unreasonable, in light of the fact that the Bidder was soliciting bids from trucking firms based in their solicitation logs and the contract specific UDBE goal was not met.

X

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

Contract Number: C09-196

Project Name: I-215 Highway & Bridge Construction (Segments 1 and 2)

PRE-AWARD Exhibit 15-H - UDBE Information - Good Faith Efforts Supplemental Evaluation

Bidder Name: Skanska-Rados, A Joint Venture (herein refer to as Bidder)

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Rejected UDBE Bidder:	Basis of Rejection
Austin Enterprise	
Selected Non-DBE Bidder: Coffman Specialties, Inc.	PCCP Subcontractor included this work in their price at bid time
Evaluator Notes:	Refer to evaluator notes under item C which further addresses related impacts for this category.

Rejected UDBE Bidder:	Basis of Rejection
VT Electric, Inc.	
Selected Non-DBE Bidder: MSL Electric	Received Lower Price at Bid Time
Evaluator Notes:	Refer to evaluator notes under item C which further addresses related impacts for this category.

Rejected UDBE Bidder:	Basis of Rejection
American Steel Placers	
Selected Non-DBE Bidder: CMC Fontana Steel	Non-responsive, incomplete bid
Evaluator Notes:	Refer to evaluator notes under item C which further addresses related impacts for this category.

Rejected UDBE Bidder:	Basis of Rejection
L. Riley Trucking	
Selected Non-DBE Bidder: None selected	We are unable to commit to a trucking company at this time based on hourly rates. We have not established dump sites at this time.
Evaluator Notes:	Refer to evaluator notes under item C which further addresses related impacts for this category.

X

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

Contract Number: C09-196

Project Name: I-215 Highway & Bridge Construction (Segments 1 and 2)

PRE-AWARD Exhibit 15-H - UDBE Information - Good Faith Efforts Supplemental Evaluation

Bidder Name: Skanska-Rados, A Joint Venture (herein refer to as Bidder)

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

Evaluator Notes: While Bidder stated in their Exhibit 15-H submittal, that it afforded UDBE assistance, only a partial aspect of this requirement was included in their advertisement, stated in pertinent part, "plans and specifications are available for view at our office". And while the Bidder included a question in their telephone follow-up script, "Can Skanska assist you in any way?", it did not record results to this question in their "Request Fulfillment Script Results" log provided. Also, refer to evaluator notes under item B regarding request for assistance not extended.

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

Evaluator Notes: Refer to evaluator notes, under item B regarding request for assistance not extended and under item E for additional examples.

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Evaluator Notes:

Bidder States in response "please see attached documents for Good Faith Efforts," and did not provide any other additional documentation beyond what was provided in the other GFE categories.

	X		
	X		
		X	
			X

GOOD FAITH EFFORT DETERMINATION SUMMARY:

Bidder's Good Faith Efforts (GFEs) documentation was found to be inadequate in six (6) out of the eight (8) required GFE categories (categories B, C, D, E, F and H of the Bidder's GFE submittals were determined to be inadequate). The apparent low Bidder (Skanska-Rados, A Joint Venture) GFEs are deemed to be non-responsive.

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

Contract Number: C09-196

Project Name: I-215 Highway & Bridge Construction (Segments 1 and 2)

PRE-AWARD RACE-CONSCIOUS UDBE PARTICIPATION ASSESSMENT

Established Contract-Specific UDBE Goal: 1.83%

Bidder Name: Flatiron West, Inc.

PROPOSED UDBE FIRM	PROPOSED SCOPE OF WORK	NAICS CERTIFICATION STATUS	UDBE STATUS VERIFIED (Y/N)	CERTIFYING AGENCY	CERTIFICATION EXPIRATION DATE	DBE COMMITMENT LETTER/QUOTE SUBMITTED (Y/N)	\$ VALUE OF ELIGIBLE PARTICIPATION	% OF TOTAL CONTRACT VALUE
C G O Construction Company	Clear & Grub (partial)	Verified	Y (Black American Male)	Department of Transportation	n/a	Y	\$ 722,000.00	0.463%
Amerc, Inc.	Crush/Screen Base Materials	Verified	Y (Female)	City of Los Angeles	n/a	Y	\$ 1,149,896*	0.737%
A. C. Dike Co.	Asphalt Dike & Related (partial)	Verified	Y (Female)	Department of Transportation	n/a	Y	\$ 12,600.00	0.008%
American Steel Placers	Reinforcing Steel & Related (partial)	Verified	Y (Native American Male)	MTA	n/a	Y	\$ 325,081.00	0.208%
Global Road Sealing, Inc.	Greensaw, PCCp & Related	Verified	Y (Asian Pacific American Male)	Department of Transportation	n/a	Y	\$ 797,500.00	0.511%
TOTAL PROPOSED RACE-CONSCIOUS UDBE PARTICIPATION VALUE (\$):							\$ 3,007,077.00	
TOTAL PROPOSED RACE-CONSCIOUS UDBE PARTICIPATION VALUE (%):							1.92%	
TOTAL BID AMOUNT:							\$156,003,764.00	

ASSESSMENT:

Flatiron West, Inc. submitted the following DBE submittals required by the solicitation:
 Exhibit 15-G(1): Local Agency Bidder - UDBE Commitment (Construction Contracts)
 Exhibit 15-H: UDBE Information - Good Faith Efforts

Flatiron West, Inc. is deemed responsive in meeting Good Faith Effort requirements as it has committed sufficient UDBE participation to meet the established contract specific UDBE goal.

SAN BERNARDINO ASSOCIATED GOVERNMENTS (SANBAG)

Contract Number: C09-196

Project Name: I-215 Highway & Bridge Construction (Segments 1 and 2)

PRE-AWARD RACE-CONSCIOUS UDBE PARTICIPATION ASSESSMENT

Established Contract-Specific UDBE Goal: 1.83%

Bidder Name: Atkinson Construction

PROPOSED UDBE FIRM	PROPOSED SCOPE OF WORK	NAICS CERTIFICATION STATUS	UDBE STATUS VERIFIED (Y/N)	CERTIFYING AGENCY	CERTIFICATION EXPIRATION DATE	DBE COMMITMENT LETTER/QUOTE SUBMITTED (Y/N)	\$ VALUE OF ELIGIBLE PARTICIPATION	% OF TOTAL CONTRACT VALUE
Amerc, Inc.	Crushing, Minor Concrete, structural steel and retaining walls	Verified	Y (Cauc Female)	City of Los Angeles	n/a	Y	\$ 1,175,476.60	0.709%
Austin Enterprise	Seal Pavement and seal longitudinal isolation joint	Verified	Y (Hispanic Female)	City of Los Angeles	n/a	Y	\$ 806,551.00	0.486%
JC Supply & Manufacturing	Lean Base Cure, welded dowel assembly, epoxy coated tie bars, tie bar assemblies, etc.	Verified	Y (Cauc Female)	City of Los Angeles	n/a	Y	\$ 1,311,786.00	0.791%

TOTAL PROPOSED RACE-CONSCIOUS UDBE PARTICIPATION VALUE (\$): \$ 3,293,813.60

TOTAL PROPOSED RACE-CONSCIOUS UDBE PARTICIPATION VALUE (%): 1.99%

TOTAL BID AMOUNT: \$165,899,532.00

ASSESSMENT:

Atkinson Construction submitted the following DBE submittals required by the solicitation:

Exhibit 15-G(1): Local Agency Bidder - UDBE Commitment (Construction Contracts)

Exhibit 15-G(2): Local Agency Bidder - DBE Information (Construction Contracts) - Required from the successful bidder (not necessary)

Exhibit 15-H: UDBE Information - Good Faith Efforts

Atkinson Construction is deemed responsive in meeting Good Faith Effort requirements as it has committed sufficient UDBE participation to meet the established contract specific UDBE goal.

Appendix A —Guidance Concerning Good Faith Efforts

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

EXHIBIT D

August 27, 2009

San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410

RE: I-215 Segments 1 & 2 Contract No. C09-196
UDBE Goal and Good Faith Effort Final Determination

On August 7, 2009 San Bernardino Associated Governments provided a preliminary determination to Skanska-Rados A Joint Venture (Skanska-Rados) stating that it did not meet the stated Underutilized Disadvantaged Business Enterprise (UDBE) goal of 1.83 percent on contract number C09-196. It was further determined that the Good Faith Effort (GFE) documentation submitted by Skanska-Rados was inadequate to support making a good faith effort toward meeting the UDBE goal. The preliminary determination provided by SANBAG Consultant, Padilla & Associates, was attached.

On August 24, 2009, the Disadvantaged Business Enterprise Reconsideration Panel (The Panel) composed of Olivia Fonseca, Deputy Director, Department of Transportation, Civil Rights, Edward Salcedo, President, GCAP Service and Virginia Wilson-Wright, Compliance Contracts Officer, County of Riverside, heard the reasons why Skanska-Rados disagreed with the preliminary determination. Skanska-Rados addressed and elaborated on how they achieved each of the eight determining good faith effort factors. The eight UDBE good faith effort factors are described in the "Special Provisions, Volume II of III" for Contract C09-196 dated May 8, 2009 in Section 2-1.02, Disadvantaged Business Enterprises, pages 291-292 (copy attached) and Exhibit 15-H of the Project Proposal and Contract and 49 CFR Part 26, Appendix A, Section IV (copies attached).

The Panel considered the following clarifications to the Skanska-Rados Good Faith Effort Document submittal. Below are the eight UDBE good faith effort factors (language from Exhibit 15-H), the preliminary determination finding, the Skanska-Rados clarification, and the Reconsideration Panel conclusion (if different from initial determination).

SUMMARY OF CLARIFICATIONS

A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication).

Initial Determination:

The good faith effort for this factor was determined to be adequate.

B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.).

Additional Information:

The original evaluation determined the contractor's fax log was not clear if faxes were issued and to which firms as the log did not identify the firm's name. Additionally, one UDBE responded to the fax solicitation and expressed an interest in bidding. The firm asked for a list of all metals. The original evaluator contacted the firm and asked if assistance was provided and the response was that no technical assistance would be provided beyond referring to the specifications.

Skanska-Rados' representative from the Small Business Exchange (SBE) indicated no one previously asked to clarify the fax log. "Fax sent?" (Sic) meant that after SBE sent the fax to the recipient (DBE), the receiving fax machine did not acknowledge the document's delivery. The SBE representative pointed to other documents to show that the faxes were in fact received as evidenced by the response back from the firms acknowledging that the fax was received although the report showed "Fax sent?" SBE made at least two follow-ups to the original solicitations. UDBEs expressing interest were advised by SBE of the contact information at Skanska-Rados. Identification of work items solicited and the contact information for Skanska-Rados was clear and legible on all advertisements and solicitation. SBE typically delivers a single report to their client that reflects UDBEs who expressed interest. The explanation from SBE regarding the fax solicitation was thorough, showed sufficient DBEs were solicited by fax, telephone calls, advertisements, and that follow-up was made.

Further, each UDBE's name and fax number(s) were listed on the "Record Listing" prepared by SBE.

Southern California Metals contacted Skanska-Rados before the bid opening and requested a "list on (Sic) all metals you are looking for...." Tom Mehas invited the representative from Southern California Metals to come into Skanska-Rados's office to review the specifications together and offered to provide copies of relevant plan and specification pages. Southern California Metals did not follow-up with the offer and there was no further contact or communication from Southern California Metals. The explanation on the communication between Skanska-Rados and Southern California Metals indicates assistance was offered.

Initial Determination:

The good faith effort for this factor was determined to be inadequate.

Reconsideration Panel Determination:

The Panel reviewed the information provided and determined this factor was met.

C. The items of work which the bidder made available to UDBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Additional Information:

Skanska-Rados identified 41 work items for sub bid (subcontracting bidding opportunities). The identified work item was sufficient to meet the 1.83 percent UDBE goal.

Initial Determination:

The good faith effort for this factor was determined to be inadequate.

Reconsideration Panel Determination:

The Panel reviewed the information provided and determined this factor was met.

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE.

Additional Information:

The following clarifications were provided:

Black IPO – a UDBE submitted a sub bid for hourly equipment rates. Skanska-Rados indicated they did not know if they needed any of the equipment offered at the time of bid. When asked whether the reason the sub bid was rejected was because Skanska-Rados owns and operates the equipment offered, Skanska-Rados responded they did not know at the time of bid what exact amount of equipment and truck services they would have on the job and placed a standard response as the "Basis of Rejection". Further, the sub bid included equipment that was not compatible to the equipment needed on the contract - Mustang MTL 25 w/breaker & Street Sweeper.

Ultra Systems – a UDBE that is currently and regularly used by Skanska-Rados on other projects (Caltrans project in Brawley, CA). Skanska-Rados contacted Ultra and requested a sub bid for ADL Testing. Ultra submitted a sub bid for SWPPP not ADL testing. SWPPP was not among the items solicited for sub bids. When asked why the basis for rejection showed "Own forces" the response was they used the standard statement and should have been more specific on the reason for rejecting the sub bid.

AESCO – a UDBE that proposed Material testing and inspection services. These items of work will be performed by SANBAG. When asked why the basis for rejection showed "Own forces", the response was they used the standard statement and should have been more specific on the reason for rejecting the sub bid.

BW Equipment – a UDBE that offered equipment repair per the hour. Skanska-Rados indicated they cannot anticipate the quantity of repair work that would be required throughout the project; and a value assigned to this subcontract would be speculative. Skanska-Rados elected not to speculate despite opportunity to enhance and meet the UDBE goal. When asked why the basis for rejection showed "Own forces", the response was they used the standard statement and should have been more specific on the reason for rejecting the sub bid.

Austin Enterprises – a UDBE that offered PCC Paving work bid items 100, 107, 108, and 109. The original evaluation indicated work item 108 was 4.9 percent within a reasonable range of the non-UDBE sub bid and should not have been rejected as this item of work could be performed independently. Skanska-Rados indicated this work is normally and reasonably integrated into

work to be performed by one subcontractor. These work items are not normally performed by multiple subcontractors. These items are not economically separable. Coffman Specialties (a woman owned business) submitted the lowest sub bid. When asked why Coffman Specialties fax transmission shows the sub bid was faxed on July 27, 2009 (four days after bid opening), Skanska-Rados indicated the original sub bid was submitted before bid opening and the "final" price quote fax reflects the verbal price adjustments which were made prior to bid opening. Skanska-Rados provided evidence on Coffman Specialties' original faxed sub bid which reflects the fax transmission was made on July 23, 2009 at 13:45. The original fax sub bid shows that the work item 108 sub bid price was not changed in the final price.

VT Electric – a UDBE that offered electrical work. The original evaluation indicated the UDBE sub bid for optional falsework was significantly lower in price over the non-DBE. Therefore, the UDBE sub bid on this item should not have been rejected. Skanska-Rados indicated the optional electrical falsework is normally and reasonably integrated into work to be performed by one subcontractor. These work items are not normally performed by multiple subcontractors. When asked why MSL Electric fax transmission shows the sub bid was faxed on July 29, 2009 (six days after bid opening), Skanska-Rados indicated the original sub bid was submitted before bid opening and the "final" price quote fax reflects the verbal price adjustments which were made prior to bid opening. Skanska-Rados provided evidence on MSL's original faxed sub bid which reflects the fax transmission was made on July 23, 2009 at 12:27. MSL's price quote on the original sub bid and the revised sub bid was a downward adjustment of \$18,000.

American Steel Placers – a UDBE that quoted rebar prices for portions and quantity of the work (i.e., approach slab 77 of 1760, 1 of 19 bridges). Skanska-Rados indicated this work is, normally and reasonably, integrated into work to be performed by one subcontractor. These work items are not normally performed by multiple subcontractors. These items are not economically separable. Fontana's prices were lower compared to American Steel Placers' prices (i.e., Sound Wall B1 151 - \$103,740 or 521 percent lower, Sound Wall B1 152 - \$62,920 or 266 percent lower, Concrete Barrier - \$192,035 or 41 percent).

L. Riley Trucking – a UDBE that quoted trucking services. The original evaluation indicated trucking sub bids were solicited; however, the basis for rejecting the trucking quote was unreasonable --- "we are unable to commit to a trucking company at this time based on hourly rates." When asked why they solicited trucking services and rejected the quote, Skanska-Rados responded no trucking services were committed. They did not know at the time of the bid what exact amount or anticipated amount of trucking services would be needed throughout the contract and preferred not to identify a value for trucking services until they were certain of the amount. Skanska-Rados elected not to speculate trucking services as they were aware any amount committed would be an obligation and they preferred to have an exact commitment.

Amerc, Inc. – Prior to bid opening, Skanska-Rados contacted Mike Dickens of Amerc 4 or 5 times by telephone and once in person. Amerc quote was \$621,438 or 38 percent higher than Bubalo, the selected subcontractor for the same scope. Amerc also proposed a price to brokered concrete through Associated Red-Mix. Robertson's Ready-Mix submitted a price for the concrete materials and was \$1.1 million lower than Associated's price.

Initial Determination:

The good faith effort for this factor was determined to be inadequate.

Reconsideration Panel Determination:

The Panel reviewed the information provided and determined this factor was met.

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs.

Additional Information:

The original evaluation indicated "only a partial aspect of this requirement was included in their advertisement...and while the bidder included a question in their telephone follow-up script, "Can Skanska-Rados assist you in any way?" it did not record results to this question in their "Request Fulfillment Script Results" log. Skanska-Rados responded that the multiple newspaper advertisements and solicitations stated where to view plans and specifications and that "Skanska-Rados will pay bond premium up to 1.5 percent". In addition, as acknowledged by the evaluator, each potential sub was called and specifically asked whether they needed any assistance. SBE recorded responses only if the answer was in the affirmative. No one indicated need for assistance during the telephone calls. As previously discussed, one UDBE requested assistance on identifying the metals on the job and communications were held with VT Electric, Southern California Metals, Amerc and Ultra Systems.

Initial Determination:

The good faith effort for this factor was determined to be inadequate.

Reconsideration Panel Determination:

The Panel reviewed the information provided and determined this factor was met.

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate.

Additional Information:

Refer to discussions to B and E.

Initial Determination:

The good faith effort for this factor was determined to be inadequate.

Reconsideration Panel Determination:

The Panel reviewed the information provided and determined this factor was met.

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.).

Initial Determination:

The good faith effort for this factor was determined to be adequate.

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary).

Additional Information:

The original evaluation indicated no additional information was provided. Skanska-Rados responded they have a long standing commitment to DBE/UDBE participation. They provided information on their history of exceeding their DBE goal commitment on previous projects. For this contract, they have DBE participation of \$1,912,401. They will continue to seek out DBE/UDBEs and include UDBEs for service (trucking, equipment repair, supplies) work items. They conduct outreach even when there is no goal specified in contracts (example, SANBAG State Street University Parkway Project). They participate in programs and public meetings supporting DBE programs. Skanska-Rados has a National Diversity Council Mission Statement. Skanska-Rados and Rados have received DBE participation/outreach awards throughout the nation. When asked why they previously did not elaborate on this factor, Skanska-Rados responded they used the standard statement and should have been more specific on other factors that showed their support of the DBE Program.

Initial Determination:

The good faith effort for this factor was determined to be inadequate.

Reconsideration Panel Determination:

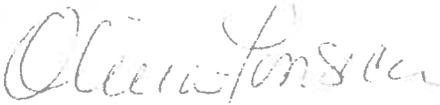
The Panel reviewed the information provided and determined this factor was met.

With reference to the determination of the participation goal submitted by Skanska-Rados-Rados with its bid package on the Exhibit 15-G(1), W. C. Goolsby, a UDBE, has been determined to be a regular dealer of asphalt, therefore credit for using Goolsby is given at 60 percent of the supply amount. The total race-conscious UDBE participation value proposed by Skanska-Rados, a Joint Venture, is 1.41 percent.

The Panel has determined Skanska-Rados made a good faith effort to meet the 1.83 percent UDBE goal on contract number C09-196.

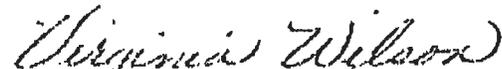
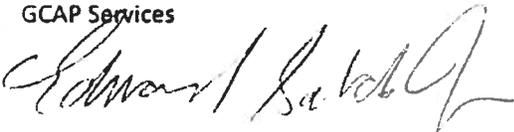
Sincerely,

RECONSIDERATION PANEL MEMBERS



Olivia Fonseca, Deputy Director
Department of Transportation/Civil Rights

Edward Salcedo, President
GCAP Services



Virginia Wilson-Wright, Compliance Contracts Officer
County of Riverside



SPECIAL PROVISIONS

FOR CONSTRUCTION ON
STATE HIGHWAY
IN SAN BERNARDINO COUNTY
IN SAN BERNARDINO
ON ROUTE 215 FROM 0.2 km SOUTH of REDLANDS LOOP OVERHEAD
TO 0.7 km NORTH of 16TH STREET OVERCROSSING
ON ROUTE 66 FROM 0.3 km WEST
TO 0.2 km EAST of ROUTE 66/ROUTE 215 SEP
AND ON ROUTE 259 FROM 0.1 km NORTH of BASELINE STREET
OVERCROSSING
TO HIGHLAND AVENUE OVERCROSSING

Volume II of III

Contract No. C09-196

For Use in Connection with State of California, Department of Transportation Standard Specifications DATED
JULY 1999, Standard Plans DATED JULY 2004 and Labor Surcharge And Equipment Rental Rates

San Bernardino Associated Governments
Deborah Barmack Executive Director

Garry Cohoe, P.E Designated Engineer

May 8, 2009

Federal/Local Projects No.: ESPLN-6053(080) PNRSCML-6053(081)
BRD0909c4-gc Federal EA: 08-0071V8L
Local EA: 08-0071V4

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISES

The second paragraph in Section 2-1.05, "Disadvantaged Business Enterprises," of the Standard Specifications does not apply.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Department specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Department's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.

3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

UDBE Commitment Submittal

Submit UDBE information on the Caltrans Bidder - UDBE - Commitment form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form to Office Engineer. UDBE Commitment form must be received by the Department no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the Department requests it. If the Department requests you to submit a UDBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Department finds your bid nonresponsive.

Good Faith Efforts Submittal

If you have not met the UDBE goal, complete and submit the Good Faith Efforts Documentation form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Department no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Department finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You

- are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
 4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
 5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
 6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
 7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
 8. Any additional data to support demonstration of good faith efforts.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: SANBAG 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715.

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be

EXHIBIT 15-H UDBE INFORMATION —GOOD FAITH EFFORTS

UDBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder UDBE Commitment" form indicates that the bidder has met the UDBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder UDBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of UDBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work which the bidder made available to UDBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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